SINGAPORE REPORTS

CHIA GEK YONG v. CHNG HIANG KEOW & YEOW HWEE MING (Co-Respondent)

[O.C. J. (Sinnathuray J.) January 2, 1986]

[Singapore – Divorce No. 550 of 1984]

Family Law – Divorce – Matrimonial property – HDB flat – Contributions by husband and wife – Monthly instalments by husband – Disputes on certain payments – Leaning towards equality of division – Option to wife – Surrender of flat to HDB – Women's Charter (Cap. 47), s. 100.

The husband and wife were married in 1977 and divorced in 1985 on the ground that the wife had committed adultery with the co-respondent. The subject matter for decision was the matrimonial property in an HDB flat, purchased by the husband and wife for $71,800. For the capital payment of $58,955.50, the wife contributed $20,000 and the husband the balance. Thereafter the husband paid all the instalments of $229 per month. At the end of October 1985, he had contributed $51,413.50 for the flat. Disputes arose as to who had paid for the renovations, furnishings, household expenses, PUB charges and conservancy charges. The husband intended to surrender the flat to the Board, while the wife said she should have the flat which had a posted price of $87,000.

Held: leaning towards equality as provided in section 100 of the Women's Charter, the wife would be given the choice to take over the flat on payment of the husband's contributions for the flat. If she did not want the flat, then the husband was to surrender it to the HDB and the monies be paid back to the Central Provident Fund Account of both parties.

DIVORCE.

Ling How Doong for the petitioner.

Joseph Chellappan for the respondent.

Cur. Adv. Vult.

Sinnathuray J. : This appeal relates to the matrimonial property at Block 610, Bedok Reservoir Road, #07-520 of the parties who were married on September 14, 1977 and were divorced on January 31, 1985. The husband and wife had jointly purchased the flat on June 16, 1982 from the Housing and Development Board ("the Board") for $71,800.00. For the capital payment of $58,955.50, the wife contributed $20,000.00 from her Central Provident Fund Account and the husband contributed $38,855.50 from his Central Provident Fund Account and cash of $100.00. Thereafter, the husband paid all the instalments of $229.00 per month. At the end of October 1985, he had contributed $51,413.50 for the flat.

Besides the above facts, it is also not in dispute that the wife left the matrimonial home at the end of 1983. So she had stayed in the flat for only 18 months. The marriage had irretrievably broken down in that the wife had committed adultery with the co-respondent named in these proceedings and the husband found it intolerable to live with her.

On the affidavit evidence, there was a dispute between the parties as to who had paid for the renovations and furnishings of the flat; and, when they were living together, the household expenses, PUB charges, and conservancy charges. The wife also claimed that during the marriage the husband had squandered $30,000.00 of her money.

On these facts, it was submitted for the wife, rather boldly I thought, that she should have the flat. For the husband, it was said that he intended to surrender the flat to the Board. Here, it is relevant to note that the Board's posted price of the flat is $87,000.00.

At the conclusion of the hearing, having regard to the undisputed facts, and, on the disputed facts, leaning towards equality as provided in section 100 of the Women's Charter, I offered the choice to the wife to take over the flat on payment of the husband's contributions for the flat. The way I looked at, if she opted for the flat, she would have paid just about $71,500.00 for a $87,000.00 flat. If she did not want the flat, then the husband was to surrender the flat to the Board and the monies be paid back into the Central Provident Fund Account of both parties. I gave the parties liberty to apply in case there was any excess of money available for distribution between them.

Order accordingly.

Solicitors: *Ling & Co.; C. Joseph.*